

**AGREEMENT BETWEEN
KING COUNTY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6
WASTEWATER TREATMENT DIVISION**

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DEFINITIONS

Base Hourly Classification - The series of pay steps within a Classification.

Business Teams - The work groups assigned by management to plan, monitor, evaluate, and carry out work assignments and operational standards within their area of responsibility.

Classification - A position, whose duties, responsibilities, and authority are allocated to a single descriptive title.

Classification Family - Those classifications within job progression through which employees can move by meeting the requirements of the Job Progression Program.

Examples:

Wastewater Treatment Operator In Training
Wastewater Treatment Operator
Wastewater Treatment Senior Operator



Classification Family

Industrial Maintenance Worker
Industrial Maintenance Mechanic
Industrial Master Mechanic



Classification Family

Emergency - an unforeseen combination of circumstances or the resulting state that calls for immediate action.

Full-time Employee - an employee normally scheduled to work forty (40) hours per week or one who works an alternative work schedule recognized as equivalent status to a forty (40) hour week.

Joint Labor/Management Committee (JLMC) - a committee assigned contract oversight and amendment responsibility during the term of agreement.

Job Progression - a system of employee advancement through a classification family based upon the employee's contribution to the business that does not require job openings to enable the employee to advance.

Opening - a vacancy the Employer has determined should be filled.

Pager - one that pages; esp., beeper

Part-time Employee - an employee normally scheduled less than forty (40) hours per week.

Regular Employee - an employee in a budgeted FTE position.

Salaried Employee - defined by the state Minimum Wage Act (MWA) and the Fair Labor Standards Act (FLSA) and are exempt from the overtime requirements of the FLSA and MWA and are expected to work the hours necessary to satisfactorily perform their jobs.

Temporary Employee - an employee hired to fill a special project position of limited duration or to provide short-term replacement staffing for regular employees absent from their positions for reasons such as leave of absence.

Transfer - movement between business teams.

Vacancy - an unfilled position resulting from retirement, termination, promotion, demotion, or the creation of a new position.

1 **PREAMBLE**

2 This Agreement is the result of an interest-based bargaining process that reflects the
3 relationship between King County (the Employer) and the Service Employees International Union,
4 Local 6 (the Union). This relationship is a partnership based on mutual interests, respect, and trust.

5 This document establishes a framework within which the Employer and the Union can achieve
6 our joint mission to efficiently and effectively operate and maintain the public's wastewater treatment
7 system while providing a high quality work environment.

8 The Employer and the Union recognize that the workplace is in a period of growth and
9 change.

10 The Employer and the Union also agree that change in the workplace is an evolutionary
11 process which requires the commitment of both parties overtime. The elements of workplace change
12 such as the Productivity Initiative, the Productivity Incentive Program, job progression, and
13 performance evaluation, must be integrated and viewed as a system.

14 In support of policies and practices that reflect our commitment to shared values, the Employer
15 and the Union:

- 16 • Listen and respond to public/customer concerns
- 17 • Trust each other
- 18 • Respect all people
- 19 • Promote a diverse workforce
- 20 • Take responsible risks
- 21 • Communicate openly
- 22 • Actively participate in decisions that affect us
- 23 • Behave the way we say we do
- 24 • Give and get reliable, quality business information
- 25 • Improve our technical excellence and teamwork
- 26 • Foster a labor/management partnership based on mutual interests
- 27 • Have fun, enjoy humor, "Lighten Up"

28 This Agreement was written through an interest-based process that allowed the Employer and

1 the Union to communicate openly to produce a contract while building positive, ongoing relationships.

2 This Agreement was developed to accomplish the following goals:

- 3 • Develop a compensation and benefit package that is the best in the wastewater treatment
- 4 industry, and which will attract and retain outstanding employees.
- 5 • Create an Agreement that generates gains in efficiency and effectiveness, is economically
- 6 feasible, and is justifiable to the Council, the ratepayer, and the public.
- 7 • Write an Agreement that is clear and easily understood.
- 8 • Develop an Agreement consistent with a supportive, productive, challenging, high-quality
- 9 work environment in which all employees are treated with dignity and respect and are valued
- 10 for their individual and team contributions.
- 11 • Collaborate to produce an excellent Agreement while building an ongoing labor/management
- 12 relationship based on open communications, mutual trust, and respect.
- 13 • Include a process in the Agreement by which mutually beneficial changes can take place.

1 **ARTICLE 1: JOINT LABOR/MANAGEMENT COMMITTEE**

2 In this agreement, the Employer, the Union and Teamsters Local 117, set forth an approach for
3 making ongoing changes and continuous improvements in the workplace through an ongoing three-
4 party labor/management process. Issues are to be discussed in an interest based, collaborative manner
5 and the JLMC will access the services of a mutually acceptable source of mediation services if
6 consensus can not be reached in a timely manner.

7 The Employer, the Union and Teamsters, Local 117, have established an ongoing process to
8 identify each party's issues which may result in revisions to the current labor agreement and can
9 address other matters mutually agreed upon between the parties.

10 To accommodate this process, the role of the Joint Labor/Management Committee (JLMC) is
11 to deal jointly with areas of mutual interest to all parties, to move us towards our shared vision of a
12 productive work place, and to oversee the tasks and/or committees called for in this agreement.

13 We agree that the JLMC, comprised of four (4) representatives of the Union, two (2)
14 representatives of Teamsters Local 117, and two (2) representatives of the Employer, plus one (1)
15 representative each from the Office of Human Resources Management, the Union, and Teamsters,
16 Local 117, will work together in the spirit of and with principles consistent with the interest-based
17 bargaining process.

18 **RESPONSIBILITIES of the JLMC**

- 19 • To identify issues of mutual interest.
- 20 • Maintain and improve labor/management relations.
- 21 • Identify and solve problems.
- 22 • Provide a forum to exchange information.
- 23 • Develop an annual work program and schedule.
- 24 • Inform employees of JLMC activities and actions.
- 25 • Provide an annual report.
- 26 • Perform other duties as mutually agreed to.

27 The committee will meet monthly. Changes or additions to the Agreement, policy, and/or
28 procedures will be published in draft form twenty-five (25) days prior to implementation date.

1 Comments will be considered and incorporated if appropriate. Changes or additions to the
2 Agreement, policy, and/or procedures will be made by Memorandums of Agreement or Memorandums
3 of Understanding. The Employer and the Union agree to the inclusion of handbooks for programs
4 referenced in the labor agreement developed collaboratively between the Employer and the Union as
5 Appendices to the Agreement.

ARTICLE 2: RECOGNITION AND BARGAINING UNIT

The Employer recognizes Service Employees International Union, Local 6, as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all employees in the wastewater treatment facilities in classifications listed in the attached wage schedule marked Appendix A. Excluded are all supervisory and confidential employees.

The Employer agrees to extend recognition of the Union as the bargaining representative for any new or added Wastewater Treatment Facility operated by King County and to extend the terms of this Agreement to represented employees working in those facilities.

ARTICLE 3: UNION SECURITY

3.1 Membership Dues and Fees

All regular and temporary employees covered by this Agreement shall, as a condition of employment, on or after the thirtieth day but not later than the sixtieth day following their date of employment, either (1) pay to the Union the regular initiation fee and regular monthly dues uniformly required of members, or (2) pay an amount established by the Union as Agency Fees not to exceed regular dues and fees uniformly required of members.

Failure by an employee to satisfy the above paragraph of this section shall constitute cause for dismissal provided the Union makes a written request for discharge, verifying that the employee received written notification of the delinquency and notification that non-payment within thirty (30) days will result in discharge by the Employer.

3.2 Religious Exemption

In accordance with RCW 41.56.122, employees covered by this agreement who qualify for an exemption from the requirement for Union membership based on a bona fide religious belief or on the bonafide teachings or tenets of a church or religion of which the employee is a member shall pay an amount of money equivalent to regular Union dues and initiation fee to a nonreligious charity or to another charitable organization mutually agreed upon by the public employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matters, the public employment relations commission shall designate the charitable organization.

3.3 Dues Deduction Procedure

Regular monthly dues and initiation fees shall be deducted by the Employer from the employee's paycheck when authorized in writing by the employee. The deductions will be transferred to the Union monthly. The Union shall refund any amounts paid to it in error. The Union will indemnify, defend, and hold the Employer harmless against any claims made and any suit instituted against the Employer on account of the application of any provision of this Article. The Employer shall notify the Union of changes in employment status on a monthly basis.

ARTICLE 4: NON-DISCRIMINATION

The Employer and the Union are committed to an equal employment opportunity policy that prohibits discrimination on the basis of the following:

- Race
- Gender
- Sexual orientation
- Disability (except as exempted by a bona fide occupational qualification)
- Color
- Age
- Religious affiliation
- Service in the Armed Forces of the United States
- National origin
- Marital status
- Political affiliation
- Creed
- Union activity

The Employer and the Union also commit to support equal employment opportunity to ensure a diverse work force.

All employees share the responsibility of maintaining a work environment that is supportive of equal employment opportunity. Employees, and members of the public alike, will be treated fairly and with dignity and respect.

ARTICLE 5: NO STRIKES OR LOCKOUTS

During the term of this Agreement, neither the Union nor the employees covered by this Agreement shall cause, engage in, sanction, or in any way encourage employees covered by this bargaining unit to slowdown or strike. The Employer shall not institute any lockout of its employees during the life of this Agreement.

ARTICLE 6: MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Employer shall have exclusive authority and responsibility to administer all matters that are not covered by this Agreement.

ARTICLE 7: PRODUCTIVITY INITIATIVE

The management of King County Department of Natural Resources Wastewater Treatment Division, the Union, and Teamsters Local 117, agree to engage in a competitiveness and productivity initiative for the benefit of the employees of the division, and the ratepayers of King County, our “customers.” Recognizing the inevitability of change, the parties to this agreement intend to work together to manage that change to their mutual benefit. We believe the partnership we are employing will continue to provide our customers with the best and most efficient, state of the art wastewater treatment utility in the country, while securing excellent family wage jobs and rewarding careers for the employees of the division.

In order to accomplish this change successfully, we agree to the following:

1. There will be no involuntary layoffs during the period the Productivity Pilot Program is in effect between Wastewater Treatment Division of DNR and King County government. Any reductions in force necessary to help meet productivity goals will be accomplished through attrition.

2. This agreement acknowledges the partnership among the management of King County Department of Natural Resources Wastewater Treatment Division, the Union, and Teamsters Local 117 to manage the change process as the Productivity Pilot Program is implemented, and on a continual basis thereafter.

3. Management is committed to providing adequate resources for appropriate and necessary training, career development, and incentives consistent with the business needs, within the financial constraints of the business plan.

ARTICLE 8: PRODUCTIVITY INCENTIVE PROGRAM

8.1 Goals And Parameters

The goals of the Productivity Incentive Program are as follows:

- A. Provide financial incentives to employees to achieve higher than projected savings to the sewer ratepayers.
- B. Encourage teamwork.
- C. Encourage employee involvement in and ownership of the business.

The parameters of the Productivity Incentive Program shall be consistent with the annual wastewater service level requirements as set forth in the Wastewater Productivity Pilot Program, which will be considered as an Appendix to this contract.

8.2 Productivity Incentive Fund For Wastewater Operating Fund

Henceforth, the productivity incentive fund, as defined herein, shall be established each calendar year after the baseline annual operating target savings identified in the aforementioned Productivity Pilot Program are met and verified through an independent review. Fifty percent (50%) of those additional savings, which are permanent and ongoing shall be retained by King County Wastewater Treatment Division and fifty percent (50%) shall be assigned to a productivity incentive fund. A minimum of twenty-five percent (25%) of the funds assigned to the productivity incentive fund shall be paid out in cash to all employees participating in the productivity initiative with the remaining seventy-five percent (75%) distributed in accordance with Article 8.5.

8.3 Productivity Incentive Fund For Wastewater Capital Fund

During the term of this agreement, the Productivity Pilot Program will develop a productivity incentive fund for savings associated with the Wastewater Capital Program. The County may not enter into any agreement, memorandum of understanding or any other document with any other party which would preclude the Union from participating in the Productivity Incentive Program for the Wastewater Capital Program.

8.4 Prior Ongoing Permanent Savings

In order to memorialize the gainsharing distribution for ongoing permanent savings to the wastewater program achieved under the prior collective bargaining agreement, a permanent

1 adjustment for past productivity gains will be added to each employee's base hourly pay rate. The
2 adjustment shall be \$0.83 per hour beginning November 1, 2000. On November 1, 2001, this adjusted
3 value will be increased by \$0.54 per hour (to a total of \$1.37 per hour). The total value of \$1.37 shall
4 be adjusted for COLA in accordance with the provisions of Appendix A on January 1, 2002 and
5 January 1, 2003.

6 **8.5 Productivity Incentive Oversight Committee**

7 A Productivity Incentive Program Oversight Committee shall be responsible for oversight of
8 funds allocated to the fund. Membership shall be as follows: four representatives from SEIU, Local
9 6, two representatives from Teamsters Local 117, one representative from AFSCME, two
10 management representatives and four non-represented representatives.

11 Ex-officio membership may include, but shall not be limited to the Office of the Executive and
12 the Department of Finance.

13 The Productivity Incentive Program Oversight Committee shall have the authority and
14 responsibility to determine the distribution and use of the fund, subject to approval by the manager of
15 the Wastewater Treatment Division. In addition to the minimum annual payouts to employees, as
16 referenced in Article 8.2, the distribution of the funds may include, but not be limited to:

- 17 • Increased annual payouts to employees.
- 18 • Investment in employees through training and other employee development programs.
- 19 • Award and recognition program
- 20 • Reserve fund
- 21 • Other activities consistent with achieving the goals of the Productivity Pilot Program.

22 The Productivity Incentive Program Oversight Committee shall prepare an annual report on
23 the management of the fund. The fund shall be audited on an annual basis.

ARTICLE 9: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD

9.1 General

Employees covered by this Agreement shall be classified as regular or temporary and may be either full-time or part-time. The Employer shall staff positions as full-time where possible, recognizing that legitimate work requirements or employee needs may require the use of part-time or temporary employees.

9.2 Types of Employees

A full-time employee is one normally scheduled to work forty (40) hours per week or one who works an alternative work schedule recognized as equivalent status to a forty (40) hour week.

A part-time employee is one normally scheduled less than forty (40) hours per week.

A temporary employee is one hired to fill a special project position of limited duration or to provide short-term replacement staffing for regular employees absent from their positions for reasons such as leave of absence. A temporary employee may be terminated without recourse to the Conflict Resolution Procedure.

9.3 Probationary Period

The first six (6) months of regular employment shall be a probationary period for all employees. During this period an employee may be terminated without recourse to the Conflict Resolution Procedure.

9.4 Trial Service Period

All employees who have completed a probationary period and are promoted or transferred to a different classification within the bargaining unit shall serve a six (6) month trial service period during which they may be reverted back to their prior job classification and appropriate pay step for cause, subject to appeal through the Conflict Resolution Procedure. Employees participating in job progression shall serve no trial service period if they are progressing in the same classification family.

ARTICLE 10: PERSONNEL ACTIONS

10.1 Job Postings

The purpose of posting job announcements is to ensure that interested employees know of vacancies that occur within the bargaining unit and that they have a reasonable chance to compete for those positions.

Non-competitive positions for internal candidates:

Regular positions may be filled on an acting or temporary basis for no more than six (6) months without competition. However, the affected Business Team(s) and Section Manager may jointly approve an extension of less than six (6) additional months. The JLMC shall be notified of all appointments and extensions. If management determines that a non-competitive appointment needs to become a continuing assignment, the position will be reposted to allow internal competition for the position. Management needs to determine this change far enough in advance to carry out the necessary administrative details in a timely manner.

Competitive positions for internal candidates:

Regular and special project positions lasting longer than six (6) months will use a competitive selection process. All employees, including temporaries, are eligible to apply for these positions. Employees who have attained career service status or are in a regular appointment, but serving a probationary period, have preference over candidates with temporary status. Probationary employees who are selected for another competitive position, will serve a six (6) month probationary period in their new position. If they do not successfully complete the probationary period in their new position, management will make a good faith effort to assist the employee in finding another position, but will not guarantee that the employee will be placed.

1. The Employer will post announcements of openings at all work-sites for a minimum of 14 days. Jointly developed selection criteria, as approved by the affected Business Team(s), will be established in advance of recruitment. The announcement shall include selection criteria to be used in the selection process.

2. The end date for special project positions will be clearly stated in the posting.

3. If there are sufficient qualified internal candidates to fill an opening, based upon the

selection criteria, the position will be filled internally.

4. Except for special project positions, if an opening occurs within six (6) months of the establishment of a list of qualified candidates, the Employer may select the most qualified candidate(s) from the list.

10.2 Selection/Promotion

A joint task force of the Employer and the Union shall establish minimum qualifications and selection criteria for each job classification including appropriate and consistent weighting of criteria. Criteria shall include technical skills, interpersonal skills, and other relevant factors.

A panel of business team members, not including candidates for promotion, will consider all qualified employees and make promotion recommendations to management in writing. Recommendations shall be based upon criteria referenced above. If all candidates' qualifications are comparable, then seniority takes precedence.

Minimum qualifications and selection criteria shall be reevaluated and updated each year by a committee of the Employer and Union representatives. The Employer shall use the minimum qualifications and selection criteria to evaluate job applicants eligible for the promotion list. The most qualified candidate(s) shall be selected to fill the vacancy(ies). Those promoted shall move to the lowest step on the wage scale of the new classification, which provides at least a one-step increase in pay over the employee's previous rate of pay.

10.3 Step Placement For Job Progression

New employees and employees moving into another job progression classification family will be initially placed at a step commensurate with the step's criteria. The criteria will reflect the knowledge, skills, abilities, and experience required at each step. The criteria will be developed by the Employer and business teams, with oversight by the Job Progression Oversight Committee (JPOC).

King County employees who move to a new classification family shall be placed at a step consistent with the above-stated criteria. If the new step placement would result in a pay cut, their current rate of pay shall be frozen. Employees whose rate of pay are frozen will not be eligible for any compensation that affects the base rate of pay, such as COLA's, merit, etc. Employees will remain at the frozen rate of pay until such time as placement in a step meets or exceeds their frozen rate.

1 Employees will progress through the steps at 1-year intervals. Those employees in a shaded
2 area before a gate, do not have a time limitation and may advance when they meet the requirements of
3 the gate. Employees serving a probationary period must complete their probationary period before
4 advancing through a gate.

5 **10.4 Senior Operator-in-Charge**

6 Senior Operator-in-Charge positions will be filled through a competitive recruitment process of
7 all qualified Senior Operators. These positions will be advertised every five (5) years and are not
8 subject to lateral transfers.

9 **10.5 Transfers**

10 A transfer shall be defined as voluntary or involuntary movement between job
11 assignments/location. A joint panel of supervisors and other team members, not including candidates
12 for transfer, will consider all qualified employees and make transfer recommendations to management
13 in writing. Recommendations shall be based upon business needs and individual abilities, performance,
14 and qualifications. If all candidates' qualifications are comparable, then seniority takes precedence.

15 Processes to accomplish transfers, fill vacancies and accommodate hardships of employees are
16 contained in the Movement Handbook. The Movement Handbook shall be considered as an Appendix
17 to this agreement.

18 **10.6 Vacancies**

19 When vacancies occur within the same bargaining unit classification which management
20 determines to fill, management shall post notice allowing employees to make a written request for
21 consideration to fill such vacancies. The posting period will be for a minimum of ten (10) days from
22 the date of posting.

23 Vacancies shall be filled in accordance with the procedures for employee movement. Refer to
24 the Movement Handbook.

25 **10.7 Layoffs**

26 In the event of a need for a reduction in force, the Employer will meet with the Union as far in
27 advance as possible to identify the reasons requiring the reduction and the number and classifications
28 of employees affected.

1 The Employer commits to provide training to affected regular employees that allows those
2 employees to compete for other available jobs. The Employer and the Union agree that these affected
3 employees shall be given preference for job openings within the bargaining unit for which they meet
4 the minimum qualifications. If layoffs are required, the least senior employee(s) shall be laid off
5 provided that those employees remaining on the job are qualified to perform the work assigned.

6 Employees laid off shall be eligible for recall for two (2) years from date of layoff.

7 Employees subject to layoff shall be allowed to exercise their seniority rights in lower
8 classifications in which they have seniority.

9 **10.8 Recall**

10 Employees shall be recalled in the order of seniority (the most senior being recalled first)
11 provided that those recalled are qualified to perform the work assigned.

12 To be eligible for recall, a laid-off employee must keep the Employer informed of his/her
13 current address and phone number. The Employer shall notify laid-off workers of recall by certified
14 letter. When offered re-employment from layoff, the employee must indicate acceptance and report
15 for work within thirty (30) days unless unusual circumstances prohibit return within that time period.

16 Employees failing to respond and return in a timely manner shall be considered as tendering
17 their resignation from the Employer's employment.

ARTICLE 11: SENIORITY

All regular employees shall accrue seniority from the date of hire. All temporary employees completing the probationary period shall be credited with seniority retroactive to date of hire.

A. Seniority shall be defined as the continuous length of service within the Wastewater Treatment Division from the date of hire for purposes of layoffs, recalls, and vacations.

B. Employees promoted from one classification to another shall retain seniority earned in the classification from which he/she was promoted.

ARTICLE 12: CONFLICT RESOLUTION

12.1 General

The Employer and the Union commit to address and resolve issues in a fair and responsible manner at the lowest level and to use mediation and conflict resolution methods when possible. Our relationship depends on mutual respect and trust built upon our ability to recognize and resolve disagreements rather than avoiding them.

In order to accomplish the goals set forth in the Preamble, shop stewards, supervisors and managers developed a handbook called the Desired Approach and Roles of Managers, Supervisors, Shop Stewards and Business Team Members for Non-Disciplinary and Disciplinary Issues. The JLMC shall review this handbook at least once during the lifetime of the contract. During the duration of the contract, a Management and Union representative of the JLMC shall visit each of the business teams to review this handbook. While the desired approach is teach, lead and coach and/or written reminders, it may ultimately result in discipline and does not preclude moving directly to discipline.

No employee who has completed the probationary period shall be disciplined except for just cause. The Employer and the Union agree with the principle of progressive discipline which may include oral reprimands, written reprimands, suspension and discharge, or alternative forms of discipline mutually agreed upon.

All discipline of non-probationary employees shall be subject to the Conflict Resolution Procedure in Section 12.6.

12.2 Types of Issues

There is no limit to the nature or number of issues, which may be referred by employees, the Employer, or the Union for Conflict Resolution Procedures A through C (12.6). The only requirements are that the issue must be genuine and that the parties involved must participate directly. Issues concerning Removal from Service, Return to Service or Leave of Absence for medical reasons will be handled under Article 13 of this Agreement, Medical Arbitration.

12.3 Time Limits

The purpose of time limits within the Conflict Resolution Procedure (12.6) is to set general guidelines and to ensure that neither party to a dispute becomes frustrated by undue delay. Time limits

are flexible and may be waived; however, the party awaiting a response at any step (short of the last step) may advance the issue to the next step once the time limits have expired.

12.4 Resource Assistants

Human Resource personnel, Union representatives, and/or stewards may participate in any phase of the issue resolution procedure upon request of those involved in the dispute.

12.5 Complaints of Discrimination

Complaints of discrimination shall be subject to the Conflict Resolution Procedure (12.6), but shall not be subject to arbitration.

12.6 Procedure

A. Supervisor. An issue will be addressed orally between the supervisor and the employee involved within fourteen (14) days of the event or circumstance giving rise to the issue. Neither the issue nor its resolution need be in writing.

Disputes resolved at this level shall be final and binding but shall not form precedent for any future or other disputes arising under this Agreement or addressed by this Conflict Resolution Procedure.

If not satisfactorily resolved within fourteen (14) days, both parties may refer the issue in a jointly written statement to the Section Manager.

B. Section Manager. The Section Manager will have fourteen (14) days from receipt of the issue to recommend a resolution. If the resolution of the Section Manager is unacceptable, it may be referred to mediation. If mutually agreed upon by Employer and Union, issues may be directly referred to arbitration if it concerns the proper application or interpretation of the agreement. The Union shall have fourteen (14) days to request such arbitration.

C. Mediation. Mediation shall be the last step for disputes not eligible for arbitration as well as the step prior to arbitration for all other disputes. If the Employer and Union mutually agree to refer the issue to mediation, they will have fourteen (14) days to request mediation. The Employer and Union will have thirty (30) days from the mediation request date to schedule a mediation date.

A mediator shall be mutually agreed upon by the Employer and the Union. The decision of the panel shall be binding on the parties and, unless specifically agreed otherwise, not form

1 a precedent with WTD for similar issues. If resolution is not reached in mediation, issues may be
2 referred to arbitration, if it concerns the proper application or interpretation of the agreement.

3 **D. Arbitration.** The Union will have fourteen (14) days from the conclusion of
4 mediation to request arbitration. The Employer and Union will have sixty (60) days from the
5 arbitration request date to schedule an arbitration date. An arbitrator shall be selected by mutual
6 agreement of the Employer and the Union. In the event mutual agreement is not reached, an arbitrator
7 shall be selected from a list provided by the Federal Mediation and Conciliation Service. The
8 arbitrator's power shall be limited to interpreting the Agreement between the Employer and the Union
9 as it applies to the dispute before the arbitrator. The Employer and the Union shall each bear the cost
10 of its own presentation and shall bear equally the fees and cost of the arbitrator.

ARTICLE 13: MEDICAL ARBITRATION

A grievance from an employee who is removed from service or refused permission to return to service from sick leave or a leave of absence due to a physical or mental disability preventing the employee from performing all of the duties of his/her position shall be processed only through the following medical arbitration procedure. Nothing in this Article shall relieve the Employer from meeting its duties under the Americans with Disabilities Act (ADA).

Step 1. The employee shall present to the Employer a medical release from his/her primary treating physician that authorizes the employee to perform, without restriction, all physical and mental duties of his/her position. In the absence of such a medical release, the parties agree that no grievance exists.

The Employer will evaluate the medical release from the employee's physician. If the Employer does not accept the medical release, the Employer will, at its expense, refer the employee to an independent consulting physician of the Employer's choice for a medical examination. The medical examination shall be conducted and evaluated based upon the essential requirements of the job in effect at the time of disability. If the independent consulting physician authorizes return of the employee to work, the employee will be allowed to return to duty upon release without loss of seniority. The employee shall receive back pay from the date the employee presented an acceptable medical release from his/her physician to the Employer, provided the employee was available. In the event the independent consulting physician does not authorize the employee's return to work and the employee still wishes to return to work, the grievance shall progress to Step 2. Such referral to Step 2 must be in writing.

Step 2. When the employee's physician and the independent consulting physician disagree on whether the employee may return to work, the two (2) physicians shall discuss the issue. In the event these physicians cannot resolve the issue, the two (2) physicians shall select a third physician who is a specialist in the appropriate field of medicine. The third physician shall serve as a medical arbitrator and shall examine the employee to determine whether the employee can perform all of his/her duties without restriction.

Should the medical arbitrator determine that the employee can perform all of his/her duties

1 without restriction, the employee shall be returned to work, and the medical arbitrator shall determine
2 the date upon which the employee, in the arbitrator's opinion, was able to fully perform the duties of
3 his/her position. The employee shall receive back pay, benefits, and seniority from the date determined
4 by the arbitrator.

5 Should the medical arbitrator rule in favor of the Employer, the employee's appropriate
6 placement shall be determined in accordance with the Employer's regular accommodation procedures.

7 The power and authority of the medical arbitrator shall be strictly limited to determining
8 whether the employee can perform all of his/her duties without restriction. The medical arbitrator
9 shall not have the authority to add to or subtract from or modify the Employer's job descriptions. The
10 decision of the medical arbitrator shall be final and binding on all parties. The fees and expenses of the
11 medical arbitrator shall be borne equally by the Employer and the Union.

ARTICLE 14: UNION REPRESENTATION AND ACTIVITIES

14.1 Union Representative

Union representatives may visit the work location of employees covered by this Agreement at any reasonable time. They shall report to the appropriate manager/designee upon arrival at the work site being visited.

14.2 Shop Steward

The Employer agrees to recognize employees appointed and identified by the Union as shop stewards. When contract administration business is conducted during working hours, the employee is responsible for clearing the time taken away from work with his/her supervisor.

14.3 Bulletin Boards

The Union shall be allowed use of bulletin board space to post Union notices that have been signed by an officer, Union representative, or steward of the Union.

ARTICLE 15: CLASSIFICATIONS AND RATES OF PAY

15.1 Rates of Pay

The classifications and rates of pay for all bargaining unit employees are listed in Appendix A of this Agreement. Overtime pay is excluded for the calculations of the hourly rate of pay.

15.2 Temporary Assignment to a Higher-Paying Classification

A. An employee temporarily assigned by his/her supervisor/designee to a higher-paying classification shall receive a salary adjustment to the step of the higher classification/assignment that provides an increase over the employee's regular rate equivalent to at least a one-step increase in the higher classification, for actual hours worked. Upgraded employees will assume the FLSA status of the upgraded position.

For assignments of thirty (30) consecutive calendar days or more, a personnel change notification (PCN) will be written and all compensated hours will be at the higher rate.

An employee assigned by his/her supervisor for on-the-job training in a higher paying classification under the direction of others, shall not be eligible for the higher rate of pay.

A regular employee who accepts an appointment to a temporary position in a different classification, or who is assigned to a temporary appointment, shall retain all rights to return to a regular position within his/her classification including seniority, step increases, and benefits as provided in the Labor Agreement unless specifically waived in writing, with a copy sent to the Union. If the employee is promoted to the higher classification contiguous with the temporary appointment/assignment, he/she shall accrue seniority in that classification from the first day he/she accepted the appointment or was assigned to the higher classification.

B. Compensation for persons filling in (relief) for an Operating Shift Supervisor:

1. Group III certification. A Senior Operator with a Group III certification shall be upgraded to the Operating Supervisor classification with pay greater than the top step for Senior Operator-In-Charge. This differential recognizes that this person is assuming the full scope of decision-making responsibilities and accountability for the operation of the plant.

2. Group II certification. A Senior Operator with a Group II certification shall receive a premium of five percent (5%) above their current rate of pay. The Employer and the Union

1 agree that this occurs only when a designated person with at least a Group III certification is on-call.

2 **15.3 Premium Pay for Training Responsibilities**

3 Technical Trainer or Facilities Services Trainer shall be compensated as follows:

4 A. In the event an employee's current hourly wage rate is less than the hourly wage
5 rate equivalent to senior operator, the employee shall receive a wage increase to the hourly rate
6 equivalent to Senior Operator. Step placement shall be determined in accordance with Section 15.2.

7 B. In addition to the hourly pay rate shown in A. above, employees will receive a fifty
8 cents (\$0.50) per hour premium pay for actual hours worked in this training assignment. If an
9 employee is currently receiving a shift differential in accordance with Section 15.4, the fifty cents
10 (\$0.50) per hour training premium pay will replace the shift differential. However, if the employee
11 performs training duties on shifts other than day shift, the employee shall receive shift differential in
12 addition to the training premium.

13 Employees shall be eligible to receive the above compensation during the period of their
14 training assignment. Employees shall be returned to their regular job classification upon the
15 conclusion of the assignment.

16 **15.4 Shift Differential**

17 In addition to the regularly established hourly rates of pay shown in Appendix A, employees
18 whose regularly assigned work ends between 8:01 p.m. and 10:00 a.m. shall receive a shift differential
19 of one dollar (\$1.00) per hour for all compensated hours. Employees temporarily assigned to such a
20 shift are eligible for shift differential for actual hours worked. Employees regularly assigned to
21 operations rotating shift shall receive a premium of one dollar (\$1.00) per hour for all compensated
22 hours. Employees temporarily assigned to a full-rotating shift shall receive the rotating shift premium.
23 This section shall not apply to salaried employees.

24 **15.5 Lead/Senior Operator-In-Charge Differential**

25 Employees in the classification of Lead Industrial Maintenance Machinist, Lead
26 Instrument/Electrician Technician and Senior Operator-In-Charge or lead positions designated by the
27 JLMC shall receive a ten percent (10%) differential above the top step of the classification for which
28 they serve as Lead or In-Charge. This wage differential shall be reflected in the wage rates shown in

Appendix A of the Agreement. This section shall not apply to salaried employees.

15.6 Standby Pay

A. Employees assigned to standby duty with a pager during time off shall receive two dollars and eighteen cents (\$ 2.18) per hour for the actual hours assigned to standby duty, with a minimum of twelve (12) consecutive hours assigned.

B. Employees shall receive a minimum of seven (7) calendar days notice in writing prior to assignment on standby duty between April and October and a minimum of four (4) calendar days notice between November and March, except when emergencies interfere with such practice.

C. Employees called to work while on standby shall be paid at time and one-half (1-1/2) for actual time worked including the time required to travel from home to work location and return. Employees called in to work while on standby shall not receive standby pay during the period of time they receive time and one-half.

D. Salaried employees shall not be eligible for standby pay.

15.7 Call-in Pay

Employees not assigned to standby who are called in to work on an unscheduled basis or because of an emergency, within twelve (12) hours or less of their scheduled report time, shall be paid at time and one-half (1-1/2) for the actual hours worked, with a minimum of three (3) hours. If subsequent call-ins fall within three (3) hours, further pay will not start until the fourth (4th) unscheduled work hour. Travel time to and from the job shall be considered as working time in such circumstances. Employees who have been notified more than twelve (12) hours before report time that their work schedule has been changed shall not be eligible for call-in pay. Salaried employees shall not be eligible for call-in pay.

15.8 Compensation for Meetings Held on Regular Day(s) Off (RDO) or When Required to Return to Work to Attend a Meeting

Employees who are scheduled to attend meetings on their regular day(s) off or who are required to return to work on a work day to attend a meeting shall be compensated as follows:

A. If a meeting is scheduled to be held on the employee's regular day(s) off but is canceled without notification and the employee reports to work to attend the meeting, the employee

1 will receive two (2) hours of overtime pay.

2 **B.** If the employee attends a meeting that lasts less than two (2) hours, he/she will
3 receive the minimum of two (2) hours of overtime pay.

4 **C.** If the length of a meeting extends beyond two (2) hours, the employee will be
5 compensated for the total actual time spent at the meeting, at the overtime pay rate.

6 **D.** This section shall not apply to salaried employees.

7 **15.9 Step Increases**

8 Step increases will be awarded annually to regular and temporary full-time employees after
9 completing twelve (12) months of continuous employment for satisfactory performance. Part-time
10 employees shall be awarded step increases on an equivalent hourly basis for all compensated hours.
11 Step increases for employees in the job progression system are set forth in the job progression
12 handbook. [Additional guidelines regarding the Job Progression Program are contained in the Job
13 Progression Handbook and shall be considered as an Appendix to this Agreement.]

ARTICLE 16: HOURS OF WORK AND OVERTIME

16.1 Hours of Work

Regular work shifts are eight (8) hours per day for five (5) consecutive days per week, or ten (10) hours per day for four (4) consecutive days per week.

Rotating shifts are four (4) continuous days of two (2) eleven and seven tenths (11.7) hour day shifts and two (2) eleven and seven tenths (11.7) hour night shifts, followed by four (4) scheduled days off before starting a new rotation cycle.

Other innovative work schedules mutually agreed upon by the Employer and the Union may be utilized.

16.2 Meal and Rest Periods

Thirty (30) minute meal periods will be provided on the employee's time during each shift or workday. Except in emergencies, employees will not be required to respond to work needs during the unpaid meal period.

Fifteen (15) minute paid rest periods will be provided approximately midway through each one-half (1/2) shift. Employees assigned to work the eleven and seven tenths (11.7) hour rotating shift will be provided with three (3) fifteen (15) minute paid rest periods during each shift.

Employees will not be required to work longer than three (3) hours without a rest or meal period except in emergencies.

16.3 Overtime and Compensatory Time

Employees required to work more than their regular workday or workweek will be paid either overtime for such additional hours at one and one-half (1-1/2) times the employee's regular hourly rate of pay or compensatory time at the rate of one and one-half (1-1/2) times the amount of overtime hours actually worked. Salaried employees shall not be eligible for overtime or compensatory time.

Paid benefit time and compensatory time up to a maximum of forty (40) hours in a workweek will be recognized as time worked for purposes of overtime calculation.

For the purpose of calculating overtime, an employee's workday shall be defined as beginning with the first (1st) hour of their regularly assigned shift and continuing for a total of twenty-four (24) consecutive hours. The workweek shall correspond to the biweekly pay period.

1 When an employee is held over or called in for a work period that includes a regular meal
2 period, the meal period will be unpaid.

3 Employees working two (2) consecutive hours of overtime immediately following the
4 employee's regularly scheduled workday shall be eligible to receive a meal expense reimbursement.

5 A. Compensatory Time. Accrued compensatory time shall be available for the
6 employee's use as paid time off the job. Compensatory time used shall be recognized as time worked.
7 Accrued compensatory time in excess of forty-eight (48) hours) (eighty hours (80) hours where
8 requested by the employee) shall be paid off at the conclusion of each calendar year quarter at the
9 employee's regular hourly rate of pay. A current balance of compensatory time hours available will be
10 shown on the biweekly pay stub. Employees may not use compensatory time until it is earned and is
11 shown on the biweekly pay stub.

12 B. Overtime/Compensatory Time Option. The supervisor and the employee shall
13 determine which form of compensation will be provided. The employee's preference for either
14 overtime pay or accruing compensatory time or a combination thereof will be honored. However,
15 business needs may prevent the employee from earning compensatory time in lieu of overtime pay.
16 Whenever possible, this selection shall be made prior to the employee beginning the overtime
17 assignment.

18 **16.4 Compensation for Call-in, Call-back, and Hold-Over Overtime Assignments**

19 As a result of working overtime on a call-in, call-back, or hold-over basis the preceding
20 workday/shift, employees will be compensated for time not worked due to rest. Decisions regarding
21 when an employee will work beyond his/her regular workday/shift, or whether he/she is called in or
22 called back to work shall be jointly made between the supervisor and the employee. This decision will
23 be based on business needs and safety considerations. This section shall not apply to salaried
24 employees.

25 Compensation and Available Options. Employees receive one-half (1/2) hour of compensatory
26 time for unscheduled overtime worked (referred to as CO) for each one (1) full hour of overtime
27 actually worked between the hours of 8:00 P.M. and 4:00 A.M., or if the total number of hours
28 worked (including their regular shift and overtime hours) exceeds fourteen (14) continuous hours (CO

to commence upon the 14th hour) when the employee is scheduled to work on the following day.

Employees may use CO earned (from the above description) to cover hours not worked the next regular work shift due to rest. The employee must be scheduled to work the following workday/shift in order to be eligible to earn or use CO. CO is only available to cover hours not worked the next workday/shift; it may not be used for any other reason. Employees will not be able to bank, accrue, or be paid down CO hours.

Employees may be able to work their following entire work shift. However, this option depends upon the number of overtime hours worked, the start time of their next regular workday, and safety considerations.

Employees also have the following options available to cover hours not worked the next regular work shift due to rest:

1. Employees may come in to work late the following workday and use accrued benefit time to cover hours not worked.

2. Employees may come in to work late the following workday and work the same number of hours they would normally work (if work is available).

3. Employees may use the overtime hours accrued the preceding workday "in trade" for hours worked the following workday (taken as CO). Supervisors will use regular holiday (RH) on employee's timeslip in order for the employee to accrue benefit time as if they had worked their regular shift.

16.5 Work Schedule Changes

Fourteen (14) calendar days notice will be given an employee prior to implementing an involuntary change in schedule, except in cases of emergency.

The Employer may not change an employee's schedule for the purpose of avoiding the payment of overtime.

ARTICLE 17: BENEFIT TIME

17.1 General Description

Effective January 1, 2001, benefit time and extended sick leave shall be combined into one program. The Benefit Time (BT) Program recognizes the need for scheduled time away from the job (vacation and holidays) for personal reasons and for occasions when the employee must be away because of illness or injury. BT is the bank of time accrued for use during scheduled paid time off and unscheduled paid time off (excluding military leave, bereavement leave and jury duty). The program is designed to meet two primary goals. The first is to increase operating efficiency, and the second is to treat employees with dignity and respect.

17.2 Principles

A. The Benefit Time Program is intended to provide a productive workplace where employees are encouraged to be healthy and regularly be at work.

B. Operational efficiency is increased by the responsible management of the benefit time usage.

C. Standards for BT usage will be developed and monitored by the Employer. These standards will recognize the diverse needs of the workplace and individual business team needs. The Employer will consult with the Union regarding these standards prior to implementation.

D. Problems regarding benefit time usage will be resolved in a positive manner consistent with good coaching and conflict resolution principles.

E. The Joint Labor/Management Committee is responsible for overseeing any refinements or improvements to the BT Program.

17.3 Guidelines

A. BT is to be used for holidays, vacations, prescheduled medical appointments, unexpected short-term absences, injuries and donations. The employee is responsible for managing the use of their paid time off.

B. In order to use BT, the hours used must have been accrued by the pay period preceding the absence.

C. Employees are required to submit requests and receive approval for scheduled time

off as far in advance as possible to facilitate business team planning, but at least prior to the end of the previous shift/workday.

D. Employees are required to notify the Employer each day of any unscheduled absence.

E. All BT shall be coordinated with, and supplementary to, workers' compensation.

F. Except for salaried employees, employees who become ill while at work shall be paid the applicable accrued benefit time for that portion of the shift that they are unable to complete.

G. Employees unable to work because of any other personal emergency shall be allowed to use BT for any unworked but scheduled hours.

17.5 Benefit Time Accrual

The BT Program is built on the sum of vacation leave, sick leave, and holiday pay and is based on a bi-weekly accrual rate available to the employee as it is accumulated on a 2,080 hour year.

Benefit Time accrual shall be as follows:

Accrual Rates			
Years of Employment	Annual	Bi-weekly	Hourly
Less than 5 years	288	11.07692	0.13846
5 years but less than 8 years	312	12.00000	0.15000
8 years but less than 10 years	320	12.30769	0.15385
10 years but less than 16 years	352	13.53846	0.16923
16 years but less than 17 years	360	13.84615	0.17308
17 years but less than 18 years	368	14.15384	0.17692
18 years but less than 19 years	376	14.46154	0.18077
19 years but less than 20 years	384	14.76922	0.18462
20 years but less than 21 years	392	15.07692	0.18846
21 years but less than 22 years	400	15.38461	0.19231
22 years but less than 23 years	408	15.69230	0.19615
23 years but less than 24 years	416	16.00000	0.20000
24 years but less than 25 years	424	16.30769	0.20385
More than 25 years of service	432	16.61538	0.20769

There shall be no limit on the amount of BT accrued.

17.6 Donation of Benefit Time (BT) and/or Compensatory Time (CT)

Employees will be allowed to donate their accrued BT and/or compensatory time to other

employees who are unable to work due to personal circumstances, e.g., illness, injury or personal emergency. There is no limit to the amount of accrued BT and/or CT that can be donated. Hours must be donated in one-hour increments.

This donation of BT and/or CT will only be permitted in those situations where the employee to whom the hours are being donated, has or will shortly be exhausting his/her BT and/or CT, This shall be confirmed with Payroll prior to the commencement of donations by other employees.

No donation will be permitted in situations where the employee is on industrial injury status and is receiving workers' compensation benefits.

Requests for donation will be considered on a case-by-case basis and will be coordinated by the Union shop stewards. The amount of benefit time and/or compensatory time donated shall be based upon the anticipated length of time the employee will be absent from work, as supported by available documentation from the employee's physician.

Employees wishing to donate hours to another represented employee must complete a donation form and submit it to his/her section manager. The manager will approve the form based upon the above criteria and forward it to the Payroll Section.

Once the hours have been donated by an employee, they become the property of the employee to whom they are being donated.

Upon receipt of the donation request, Payroll will process the request, and the hours will be transferred to the employees benefit time account in the next regular payroll cycle.

17.7 Cashout

A. UPON RETIREMENT OR DEATH

Upon retirement from the County or death, an employee or their beneficiary, shall be paid for up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%. All BT in excess of four hundred and eighty (480) hours shall be cashed out at 35%.

B. Upon separation

An employee, upon separation with the County, shall be paid for up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%.

If an employee resigns without giving two weeks notice, the employee will forfeit thirty-three

percent (33%) of his or her accrued BT for that calendar year. They will be paid one-hundred percent (100%) of the remaining hours up to a maximum of 480 hours.

If an employee leaves the Employer after working less than six (6) months, the employee will forfeit sixty percent (60%) of his or her accrued BT. He or she will then be paid 40% of their accrued BT at his or her regular rate of pay.

If the employee is terminated for just cause, the employee will forfeit thirty-three percent (33%) of their accrued BT for that calendar year. They will be paid one-hundred percent (100%) of the remaining hours up to a maximum of 480 hours.

17.8 Holidays

Employees are expected to manage their use of BT to cover paid time off for holidays. If a new employee does not have accrued BT to cover a holiday because it is too close to his or her hire date, the employee's next paycheck will be short by the hours that his or her BT bank does not cover.

Except for salaried employees, all work performed on the following holidays shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday (also known as President's Day)
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or after Christmas Day (as scheduling requires for non-shift workers; shift workers will observe the day before Christmas as the holiday)

17.9 Holiday Shift Changes

Work schedule changes during holiday workweeks shall be made at least fourteen (14) days

1 prior to the holiday, or when a holiday work schedule is set by a business team.

2 The decision to modify an employee's work schedule during a holiday workweek shall be made
3 by the employee's supervisor and business team(s) based upon the business need. Individual
4 employees may not modify their work schedule without prior approval of their supervisor and/or
5 business team(s).

6 **17.10 Vacation Scheduling**

7 Vacation requests submitted prior to April 1st of each year shall be assigned in order of
8 seniority. Vacation requests submitted on or after April 1st each year shall be given preference in the
9 order received.

ARTICLE 18: ATTENDANCE AWARD

18.1 Purpose:

As part of the Productivity Initiative, Management is committed to providing incentives which are consistent with business needs and which are within the financial constraints of the business plans. In order to accomplish this goal, an attendance award system has hereby been established. Its purpose is to reward employees who have outstanding attendance and to encourage employees to value a commitment to perfect attendance.

18.2 Eligibility:

Regular employees with no unscheduled or unexcused absences in a consecutive twelve (12) month period will be eligible for the attendance award.

Part-time employees' awards shall be pro-rated.

18.3 Administration:

The program will become effective January 1, 2001 and will be measured by consecutive months, 12 months being the minimum. The award shall be cumulative but shall not exceed \$500.00.

YEAR	MONETARY REWARD
One (1)	\$100.00
Two (2)	\$200.00
Three (3)	\$300.00
Four (4)	\$400.00
Five (5)	\$500.00

Employee absences will be tracked in accordance with Article 17 of the collective bargaining agreement. Employees are responsible for notifying their supervisor of possible eligibility. Supervisors shall forward the names of those eligible for the attendance award to their section manager for approval and submission to payroll.

18.4 Exemptions:

Absences under the Family and Medical Leave Act are considered exempt. Employees must be approved for Family and Medical Leave under either federal law or King County ordinance.

ARTICLE 19: JOB PROGRESSION

The Employer and the Union agree to maintain a job progression system that will allow employees to move through the progression dependent on their contribution to the business.

The Employer and the Union recognize that the job progression system is a good investment. The benefits to employees and the organization include the following:

- Increase efficiency and effectiveness in plant operations and maintenance
- Promotes a productive, high quality work environment
- Provides employees with maximum career growth opportunities, including movement in different job progression series.

The Employer and the Union recognize that this effort is beneficial for both parties. The process will cause major changes in the workplace. The parties recognize that the change will require a long-term commitment of both the Employer and the Union. [Additional guidelines regarding the Job Progression Program are contained in the Job Progression Program Handbook and shall be considered as an Appendix to the Agreement. This handbook shall be reviewed annually by the Job Progression Oversight Committee (JPOC) and recommend any refinements and/or modifications to the JLMC.]

19.1 System Maintenance

The Employer and the Union agree to maintain the Job Progression Program. The program shall be collaboratively administered by a JPOC composed of both labor and management representatives. The JPOC shall refer recommended refinement and changes to the JLMC for the review process. The JPOC shall make regular reports to the Joint Labor/Management Committee and operate under their direction.

The wage structure for job progression in the Job Progression Handbook reflects a collaborative agreement between the Employer and the Union. The wage structure shall be modified to incorporate cost of living adjustments as described in Appendix A.

1 **ARTICLE 20: BENEFITS**

2 **20.1 Benefit Plan Administration**

3 The administration of the employee benefit plans is the responsibility of the Employer. The
4 Employer is committed to helping employees understand the benefits to which they are entitled
5 eliminating red tape where possible, and ensuring efficient administration by the parties with which it
6 contracts. The Employer may make administrative changes that are necessary or desirable and will
7 notify the Union of administrative changes as they occur.

8 The Employer shall maintain the current level of benefits under its medical, dental, vision and
9 life insurance programs during the life of this Agreement, except that:

10 A. There is an established County-wide Labor/Management Insurance Committee
11 comprised of an equal number of representatives from the Employer and the Labor Union Coalition
12 whose function is to review, study, and make recommendations relative to existing medical, dental,
13 and life insurance programs.

14 B. The Union and the Employer agree to incorporate changes to employee insurance
15 benefits which the County may implement as a result of the agreement of the Joint Labor/Management
16 Insurance Committee.

17 **20.2 Eligibility**

18 Full-time regular, part-time regular, provisional, probationary, and term limited temporary
19 employees, their spouses, domestic partners, dependent children, and dependent children of an
20 employee's spouse or domestic partner are eligible for medical, dental, life, and disability insurance,
21 and vision benefits.

22 Regular full-time employees and their dependents and regular part-time employees who are
23 scheduled to work an average of twenty (20) hours per week in a biweekly pay period are eligible for
24 benefit coverage upon the first (1st) of the month following date of hire.

25 Temporary full-time employees and their dependents, and temporary part-time employees who
26 are scheduled to work an average of twenty (20) hours or more per week in a biweekly pay period,
27 and who are hired to fill positions intended to last one hundred eighty (180) days or longer, shall be
28 eligible for benefit coverage effective the first day of the month following date of hire.

1 Temporary full-time employees and temporary part-time employees who are hired to fill
2 positions intended to last less than one hundred eighty (180) continuous days are not eligible to
3 receive benefits. However, in the event an employee's appointment is extended beyond one hundred
4 eighty (180) continuous days, the employee shall be eligible to receive benefit coverage effective upon
5 the first of the month following one hundred eighty (180) continuous days of service.

6 **20.3 Retirement**

7 Bargaining unit employees are currently covered by either the Public Employees Retirement
8 System or by the City of Seattle Retirement System. All terms, conditions, and benefits shall be
9 pursuant to the laws, ordinances, and rules and regulations governing these retirement systems.

10 **20.4 Workers' Compensation**

11 A. The Employer will maintain workers' compensation procedures and payments
12 consistent with all state laws, administrative rules, and guidelines promulgated by the state legislature
13 and Department of Labor and Industries.

14 B. In addition to the compensation benefits accruing to employees under state
15 industrial insurance laws, or in addition to the compensation earned for alternative work, an employee
16 may use his/her accrued Benefit Time to supplement the workers' compensation payment. An
17 employee will not receive compensation in excess of what he/she would normally receive in net take-
18 home pay. Any overpayment must be returned to the Employer. Net take-home pay will be calculated
19 based on the employee's hourly wage at the time of injury times eighty (80) hours minus mandatory
20 deductions.

21 C. Employees who become injured while at work shall be paid at their regular rate of
22 pay for the remaining portion of the shift that they are unable to complete.

23 D. Employees who miss work due to on-the-job injuries will continue to accrue
24 Benefit Time on straight-time hours of work lost, for a maximum of sixty (60) workdays missed
25 during each calendar year.

26 E. While on workers' compensation, the employee must do the following:

27 1. Notify the Employer's Workers' Compensation Office if unavailable for
28 more than twenty-four (24) hours during a regular workweek, from Monday through Friday.

1 2. Inform the Employer's Workers' Compensation Office, in writing, of other
2 employment or compensation received while being paid workers' compensation.

3 3. Respond or be available for medical treatment, medical examination,
4 vocational rehabilitation, consultation, or services. If records indicate two (2) "no shows" for
5 scheduled medical or vocational services, the Employer may request suspension of benefits.

6 4. Accept alternative work when authorized by the employee's physician as
7 being able to do so.

8 5. Maintain eligibility for workers' compensation under state regulations.

9 6. Attend all meetings and independent medical examinations scheduled by the
10 workers' compensation staff or the employee's division concerning the employee's status or claim
11 when properly notified at least twenty-four (24) hours in advance of such meeting or examination
12 unless other medical treatment is scheduled on the same date which conflicts with the Employer's
13 scheduling.

14 F. Employees will be provided a copy of the rules in this section when they file a claim
15 for workers' compensation.

16 **20.5 Sick Child Care Benefit Program**

17 The Employer agrees to provide employees with a sick child care service for eligible dependent
18 children. The service is provided at no cost to employees. The terms of the service are specified
19 under the Employer's contract with Virginia Mason Medical Center's Tender Loving Care (TLC)
20 Program.

21 **20.6 'Home Free' Guarantee**

22 The Employer will operate a program to provide employees with a free ride home, by taxi, if
23 on a given day the employee has commuted to work by bus, carpool, vanpool, bike or walking on the
24 day of the trip and has an emergency that day which requires the employee to leave work at other than
25 the employee's regularly schedule quit time. Determination of what constitutes a qualified emergency
26 will be made at each worksite by the employee designated by the Employer. Employees can exercise
27 their 'home free' guarantee a maximum of eight (8) times per calendar year.
28

20.7 Executive Leave

FLSA exempt employees with satisfactory performance evaluations for the preceding calendar year who are covered by this agreement shall receive three days of executive leave per calendar year. Executive Leave up to seven additional days per year, as provided in Executive Policy 8-1-1, may be granted at the discretion of the Employer.

ARTICLE 21: LEAVES OF ABSENCE WITH AND WITHOUT PAY

21.1 Leaves of Absence With Pay

A. Bereavement Leave. In the event of death of a close relative or person with whom the employee had a close relationship, an employee will be granted two (2) days off with pay to attend the funeral. An additional day off will be granted when total travel to attend the funeral is two hundred (200) miles or more. In addition, an employee may use benefit time with approval of the employee's supervisor.

B. Jury Duty/Subpoena. An employee called for jury duty or subpoenaed may be allowed the necessary leave with pay not to exceed forty (40) hours per week. The employee should notify his/her supervisor immediately upon receiving notification of jury duty or subpoena. As the employee will be paid by the Employer, compensation received from a jury function shall be submitted to the Employer. Any payment for travel expenses will be reimbursed to the employee. The employee shall make every effort to report to work in case of early excusal. This section does not apply when the employee is a plaintiff or defendant.

C. Military Duty/Training Leave. An employee who is a member of the Washington National Guard or any organized reserve of the Armed Forces of the United States, and is ordered to be on active training duty, shall be allowed military leave in accordance with federal law. The employee must present orders for active or inactive training duty to his/her supervisor prior to taking leave. The employee may receive military leave for weekend reservist duty.

21.2 Leaves of Absence Without Pay

Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the discretion of the Employer, except that the Employer shall grant leaves of absence without pay for the following reasons and lengths of time.

Type of Leave	Time
Family leave Maternity, paternity, adoption	Six (6) months
Medical leave	As certified by a physician
Military leave Active duty	Five (5) years
Union business (as an officer or employee of the Union)	As required

21.3 Return from Leave of Absence

Employees wanting to return from a medical leave of absence, or who need to extend the leave of absence beyond the original return date, may be required to be examined by a physician of the Employer's choice at the Employer's cost to determine the employee's right to either a continuing leave or return to work status. Disputes concerning medical leaves are subject to the special medical arbitration process agreed upon by the Employer and the Union, as shown in Article 13.

Employees will be re-employed in their former classification at the end of the leave, provided the employee is able to perform the work. Seniority and Benefit Time accrual rates based upon seniority established at the time of departure on leave of absence, shall be restored when the employee returns to work. No seniority or benefits will accrue while on a leave of absence without pay. In the case of Union business, employees granted leave will continue to earn seniority.

21.4 King County Family Medical Leave

Bargaining unit members shall be granted benefits consistent with all provisions of King County's Family and Medical Leave Act (KCFML) Ordinance, No. 13377. This includes but is not limited to eligibility requirements, terms, conditions and restrictions. The parties agree to re-open negotiations over KCFML if terms are negotiated and agreed to in coalition bargaining which differ from what the ordinance provides.

ARTICLE 22: SAFETY STANDARDS

The Employer and its employees value a safe working environment and recognize their mutual obligation to maintain safety standards. The Employer shall adopt and enforce a program in accordance with applicable state and federal laws and regulations that encourages the safety committees to establish programs that meet the Employer and the employee safety needs and that clearly delineates safety equipment needs, thereby setting the standard for all employees to perform their duties in a safe and competent manner.

The Employer shall supply and maintain safety-related items and equipment in accordance with established practice and special conditions.

ARTICLE 23: SPECIAL CONDITIONS

23.1 License and Tuition Reimbursement

Employees required to have special licenses and/or required to attend seminars/outside courses of study that relate to business needs and are approved in advance will be reimbursed.

23.1.1 Boiler License

Operators assigned to rotating shift at West Point are required to have a boiler license. Operators currently assigned shall have their license no later than December 31, 2001. These employees shall be paid \$25.00 per month for such licensure. The boiler license must be kept current. If the license lapses, appropriate action may be taken against the employee. Employees must obtain their boiler license within one year after being assigned to rotating shift.

23.2.1 Shoe Allowance

An employee who is required to wear safety shoes as a regular part of his/her duties will be provided safety shoes through a voucher process with a yearly limit of \$120.

23.3 Job Descriptions

A joint task force of the Employer and Union shall review, change, and/or develop new job descriptions as necessary for the classifications listed in Appendix A of this Agreement.

23.4 Vehicle Usage Reimbursement

Employees who use their own vehicles on the Employer's business shall be reimbursed at the Internal Revenue Service rate currently in effect.

23.5 Personnel Files

The employee or his/her representative (if the employee so authorizes in writing) may examine the employee's personnel files, including the division personnel file and the permanent personnel file maintained in Human Resources (OHRM). Only appropriate information shall be maintained in an employee's personnel file.

Employees may request that a document be removed from their personnel file in accordance with division established procedures and OHRM policy.

23.6 Performance Evaluation/Development Review

The Employer shall maintain a system of employee performance evaluations/development

1 reviews designed to give a fair evaluation of the work performed by the employee and to guide the
2 professional development of the employee to meet business and individual needs.

3 The Employer and the Union shall jointly develop the performance evaluation/development
4 system to be used. The Employer will provide training on the appropriate use of the performance
5 evaluation/development review process.

6 Employee's performance shall be evaluated once per year. A copy of the final evaluation will
7 be provided to the employee, and a copy will be placed in the employee's permanent personnel file.
8 The employee will be given an opportunity within thirty (30) days of the evaluation to attach
9 comments to the evaluation in the personnel file.

10 An employee may appeal the evaluation to the Section Manager if he/she disagrees with the
11 ratings.

12 **23.7 Legal Counsel**

13 Whenever an employee is named as a defendant in a civil action arising out of the performance
14 of the employee's duties and is acting within the scope of employment, the Employer shall, at the
15 written request of the employee, furnish counsel (or solely at the Employer's discretion, reimburse the
16 employee the cost of their private council) to represent the employee to a final determination of the
17 action, without cost to the employee.

18 **23.8 Drug and Alcohol Testing Policy**

19 The parties have agreed to implement the "Policy for King County Prohibited Drug Use and
20 Alcohol Misuse Education and Testing Program" (hereinafter, "Drug and Alcohol Policy") with the
21 following modifications or additions:

22 1. All bargaining unit employees subject to this policy will be included in a single
23 random testing pool of County employees.

24 2. The Union will be provided with a copy of the form(s) prepared indicating the
25 grounds for requiring an employee to submit to a reasonable suspicion test within 24 hours of testing
26 or as soon as possible thereafter.

27 3. When available, a second supervisor will observe a reasonable suspicion test and
28 complete related forms in accordance with the Drug and Alcohol Policy.

ARTICLE 24: SAVINGS CLAUSE

Should any section of this Agreement or any addenda thereto be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby. In the event the Employer and the Union are unable to mutually agree upon language to replace that held invalid by law or tribunal, the parties agree to resolve their disagreement through the mediation and arbitration steps of the Conflict Resolution Procedure (12.6).

It is intended that this Agreement and the Employer's established personnel policies, rules, and regulations be complementary. Wherever the personnel policies, rules, and regulations are not in conflict with this Agreement, their provisions shall be applicable to employees in the bargaining unit. Wherever a conflict may arise between said personnel policies, rules, and regulations, and this Agreement, the provisions of the Agreement shall control.

ARTICLE 25: CONTRACTING OUT

The Employer shall not contract out work performed and consistent with work performed by members of the bargaining unit if the contracting of such work eliminates, reduces, or limits the normal work load of the bargaining unit.

In the case of a circumstance that is beyond the control of the Employer at the time action is required, that could not reasonably have been foreseen, and for projects which the Employer is not reasonably able to provide the necessary tools, employees, or equipment to perform the work in a timely and cost effective manner, the Employer shall be allowed to enter into temporary contract arrangements for these purposes only. The Employer shall notify a work site leader and/or the Local 6 business representative in advance and discuss the impact of and possible alternatives to these arrangements, if any, on the bargaining unit.

ARTICLE 26: TERM OF AGREEMENT

This Agreement shall become effective November 1, 2000, and shall remain in effect through October 31, 2003.

APPROVED this _____ day of _____, 2001

By _____

King County Executive

Marc Earls

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6

APPENDIX A
COST OF LIVING ADJUSTMENTS

There will be three cost of living adjustments payable as follows:

January 1, 2001

January 1, 2002

January 1, 2003

Effective January 1, 2001, the base rates of pay in effect on December 31, 2000 shall be increased by 90% (ninety percent) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September 1999 to September 2000. The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

In accordance with Article 8.4 of the contract, a permanent adjustment of \$0.54 per hour shall be added on top of each employee's base hourly pay rate on November 1, 2001 for a total adjustment of \$1.37 (\$0.83 plus \$0.54). This adjustment shall not be subject to COLA until January 1, 2002.

Effective January 1, 2002, the rates of pay in effect on December 31, 2001 shall be increased by 90% (ninety percent) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September 2000 to September 2001. The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Also effective January 1, 2002, the permanent adjustment made in accordance with Article 8.4 of the contract shall be increased by 90% (ninety percent) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September 2000 to September 2001. The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Effective January 1, 2003, the rates of pay in effect on December 31, 2002 shall be increased by 90% (ninety percent) of the percentage increase in the United States City Average Consumer Price

1 Index which occurs during the twelve (12) month period from September 2001 to September 2002.
2 The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers
3 (CPI-W) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

4 Also effective January 1, 2003, the permanent adjustment made in accordance with Article 8.4
5 of the contract shall again be increased by 90% (ninety percent) of the percentage increase in the
6 United States City Average Consumer Price Index which occurs during the twelve (12) month period
7 from September 2001 to September 2002. The Index used shall be the Consumer Price Index for the
8 Urban Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics,
9 U.S. Department of Labor.

Classification Number	Classification Title	Pay Range (on Square Table)	Steps on Square Table
912001	Assistant Custodian	*	*
912103	Custodian	37	2-4-6-8-10
	Custodian-2nd Shift		\$1.00 Above Custodian
711204	Engineer II	55	2-4-6-8-10
711303	Engineer III	64	2-4-6-8-10
711404	Engineer IV	68	2-4-6-8-10
815103	Facilities Maintenance Constructor	48	2-4-6-8-10
921101	Gardener	43	2-4-6-8-10
844101	Industrial Engine Mechanic	52	2-4-6-8-10
831101	Industrial Instrument Technician	56	8-10
831201	Industrial Instrument/Electrical Technician Lead	**	10% above Maint. Electrician
844201	Industrial Lubrication Systems Specialist	48	2-4-6-8-10
842401	Industrial Machinist	52	2-4-6-8-10
842501	Industrial Machinist/Mechanic - Lead	**	10% above Indust. Machinist
822201	Industrial Maintenance Electrician	56	8-10
842201	Industrial Maintenance Mechanic	48	4-6-8-10
842301	Industrial Maintenance Mechanic - Master	52	8-10
842101	Industrial Maintenance Worker	39	6-8-10
221503	Inventory Purchasing Specialist I	41	1-2-4-6-8-10
221606	Inventory Purchasing Specialist II	46	2-4-6-8-10
221705	Inventory Purchasing Specialist III	48	10
421309	Maintenance Support Assistant	43	1-2-4-6-8-10
812104	Painter I	51	2-4-6-8-10
713101	Wastewater Process Analyst I	50	2-4-6-8-10
713201	Wastewater Process Analyst II	57	2-4-6-8-10
713301	Wastewater Process Analyst III	61	2-4-6-8-10
754301	Process Lab Specialist I	45	2-4-6-8-10
754401	Process Lab Specialist II	49	2-4-6-8-10
754501	Process Lab Specialist III	53	2-4-6-8-10
234201	Safety & Health Administrator II	48	2-4-6-8-10
234405	Safety & Health Administrator IV	63	2-4-6-8-10
921201	Senior Gardener	48	8-10
756202	Wastewater Treatment Operator	48	1-2-4-6-8-10
	Wastewater Treatment Operator-Rotating		\$1.00 above journey
753602	Wastewater Treatment Senior Operator	52	8-10

Classification Number	Classification Title	Pay Range (on Square Table)	Steps on Square Table
756402	Wastewater Treatment Senior Operator-In Charge	**	10% above Senior Operator
	Wastewater Treatment Senior Operator-Rotating		\$1.00 above journey
756101	Wastewater Treatment Operator-In Training	35	6-8-10
	Wastewater Treatment Rotating Operator-In Training		\$1.00 above journey

* These classifications are under review and salaries are to be negotiated.

**Employees shall receive 10% above the top step of the classification for which they serve as lead or in charge.

Note: Rates are to be adjusted in accordance with Article 8.4 of the CBA.